

AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH

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AGREEMENT BETWEEN
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These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Washington State Nurses Association (hereinafter referred to as the Association). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Seattle King County Public Health (hereinafter, the Department) and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with Seattle King County Public Health and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Department and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

1 **ARTICLE 2: NON-DISCRIMINATION**

2 **Section 2.1 *Gender-Neutral Language:*** Whenever words denoting gender are used in this
3 Agreement, they are intended to apply equally to either gender.

4 **Section 2.2 *Non-discrimination:*** The Employer and the Association further agree that they
5 will not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual
6 orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any
7 sensory, mental or physical disability, unless based on a bona fide occupational qualification
8 reasonably necessary to the normal operation of the Employer.

9 **Section 2.3 *Avenue of Redress:*** Complaints or charges under this Article shall be pursued
10 through appropriate equal employment opportunity agencies of the Federal, County, City or State,
11 rather than through the contract grievance procedures. Employees are encouraged to discuss issues
12 of concern related to this Article with his/her immediate supervisor or department of human resource
13 professional or the Employer's Diversity Manager.

1 **ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES**

2 **Section 3.1 *Bargaining Unit:*** The Employer hereby recognizes the Association as the
3 exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all
4 employees employed within the Department as defined by the classifications listed in Addendum A
5 to this Agreement. This shall include all full-time regular, part-time regular, probationary, term
6 limited temporary, part-time and temporary employees as these terms are defined in Article 21.
7 Should the Employer create a new non-management classification that requires an RN or LPN
8 license, the Employer will notify the Association for the purposes of negotiating an appropriate wage
9 rate.

10 **Section 3.2 *Non-Discrimination:*** The Employer agrees that the Association has the right to
11 encourage all employees in the bargaining unit to become and remain members in good standing of
12 the Association, and the Association accepts its responsibility to fairly represent all employees in the
13 bargaining unit regardless of membership status. Neither party shall discriminate against any
14 employee or applicant for employment on account of membership in or non-membership in any
15 association or other employee organization.

16 **Section 3.2.1 *Association Activity:*** No employee shall be discriminated against for any
17 lawful Association activity.

18 **Section 3.3 *Payroll Deduction:*** The Employer agrees to deduct from the pay check of each
19 employee who has so authorized it, the regular monthly dues uniformly required of members of the
20 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
21 employees involved by the tenth of the month following the payroll deduction date. Authorization by
22 the employee shall be on a form approved by the parties hereto and may be revoked by the employee
23 upon request. The performance of this function is recognized as a service to the Association by the
24 Employer. The Association will indemnify, defend and hold the County harmless against any claims
25 made and against any suit instituted against the County on account of any check-off of dues for the
26 Association. The Association agrees to refund to the County any amounts paid to it in error on
27 account of the check-off provision upon presentation of proper evidence thereof.

28 **Section 3.4 *Association Membership:*** It shall be a condition of employment that all nurses

1 working under this Agreement on its effective date who are members of the Association and all
2 nurses who become members of the Association during their employment by the Employer shall
3 remain members in good standing for the life of the Agreement. All nurses who are not members and
4 all new nurses hired on or after the effective date of this Agreement may not be required to join the
5 Association as a condition of employment but within thirty-one (31) days from the effective date of
6 this Agreement or the date of hire shall, as a condition of employment, pay to the Association an
7 amount of money equivalent to the regular Association dues or pay an agency fee to the Association
8 for their representation to the extent permitted by law. The requirement to join the Association and
9 remain a member in good standing shall be satisfied by the payment of regular dues or agency fees
10 uniformly applied to other members of the Association for the class of membership appropriate to
11 employment in the bargaining unit. The Association shall notify the Employer in writing of the
12 failure of any nurse to become or remain a member in good standing in violation of this Article. No
13 request for termination shall be made by the Association until at least fourteen (14) days after the
14 sending of the aforementioned notice.

15 **Section 3.5 *Discharge for Failure to Meet Association Membership Requirements:*** Failure
16 by an employee to abide by Section 3.4 shall constitute cause for discharge of such employee;
17 provided that when an employee fails to fulfill the above obligation, the Association shall provide the
18 employee and the Employer with thirty (30) days written notification of the Association's intent to
19 initiate discharge action, and during this period the employee may make restitution in the amount
20 which is overdue.

21 If the employee has not fulfilled the above obligation by the end of the Association's thirty
22 (30) calendar day discharge notification period, the Association will thereafter notify the King
23 County Director of the Human Resources Division (HRD) in writing, with a copy to the Department
24 Director, Public Health Human Administrative Services, County Labor Relations Manager, and the
25 employee, of such employee's failure to abide by Article 3 as applicable. In this notice the
26 Association will specifically request discharge of the employee for failure to abide by the terms of
27 the Agreement between the Employer and the Association.

28 **Section 3.6 *Religious Exemptions:*** Employees who can substantiate in accordance with

1 case law bona fide religious tenets or beliefs or tenets that prohibit the payment of dues or initiation
2 fees to union organizations shall contribute an amount equivalent to regular Association dues and
3 initiation fees to a non-religious charity or another charitable organization mutually agreed upon by
4 the employee affected and the bargaining representative to which such employee would otherwise
5 pay the regular monthly dues and initiation fee. The employee shall provide the Association with a
6 receipt as proof of payment to the non-religious charity.

7 **Section 3.7 Visitation:** A Representative of Washington State Nurses Association may, after
8 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
9 location of employees covered by this Agreement at any reasonable time for the purpose of
10 investigating grievances. Such Representative shall limit his/her activities during such investigation
11 to matters relating to this Agreement. Department work hours shall not be used by employees or the
12 Representative of Washington State Nurses Association for the conduct of Association business or
13 the promotion of Association affairs.

14 **Section 3.8 Bargaining Unit Roster:** Semi-Annually, in the months of April and October,
15 Public Health Payroll will provide to the Association a complete list of employees covered by this
16 Agreement. The list will include the name, address, telephone, status, job title and date of hire for
17 present job classification for each employee. In addition, the Employer will provide a monthly roster
18 of terminations, to include dates of termination and a roster of new hires including FTE's for new
19 hires.

20 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
21 opportunity during the department's orientation of newly hired nurses covered by this Agreement to
22 provide information on the Association and the contract.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 The right to hire, promote, discipline or discharge for just cause, improve efficiency and
3 determine the work schedules and location of Department Headquarters are examples of management
4 prerogatives. It is also understood that the County retains its right to manage and operate its
5 Departments except as may be limited by an express provision of this Agreement. This Agreement
6 shall not limit the lawful right of the Department to contract for services of any and all types,
7 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually
8 performed by regular employees, except on a temporary basis, without prior discussion in a meeting
9 with an Association staff representative and the Conference Committee.

10 The Association acknowledges the right of the County to define and implement a new payroll
11 system, including but not limited to a biweekly payroll system. Implementation of such system may
12 include a conversion of wages and leave benefits into hourly amounts. The parties recognize King
13 County's exclusive right to make the changes necessary to implement such payroll system. The
14 County will inform the Association thirty (30) days prior to implementation of a new payroll system
15 and agrees to negotiate the conditions of the change if requested.

1 **ARTICLE 5: EMPLOYMENT PRACTICES**

2 **Section 5.1 *Jurisdiction of Nursing Care Quality Assurance Commission:*** The Employer
3 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
4 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
5 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
6 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
7 regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also
8 practice in conformity with the rules and regulations promulgated by the Washington State Board of
9 Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must
10 notify the Nursing office when action is taken by the Board of Nursing affecting his/her license.

11 **Section 5.2 *Progressive Discipline:*** The principal objective of any disciplinary action short
12 of termination shall be to improve the performance and efficiency of an employee. To that end,
13 appointing authorities will utilize a system of progressive discipline. Examples of progressively
14 severe disciplinary actions include:

- 15 a. Oral reprimand
- 16 b. Written reprimand
- 17 c. Suspension
- 18 d. Dismissal

19 The type and level of disciplinary action will be determined by the nature and severity of the
20 behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right
21 to the attendance of a representative at disciplinary and/or investigatory meetings.

22 **Section 5.3 *Performance Evaluations:*** The Department shall maintain a performance
23 evaluation system relating to employees covered by this Agreement. The performance evaluation
24 system shall be used as a method of measuring an employee's performance. The performance
25 evaluation system shall encompass performance expectations based upon the goals and objectives of
26 the position being evaluated. Performance evaluations shall not be used as a substitute for
27 progressive discipline.

28 The performance evaluation system to be used by the Department will be presented to the

1 Nursing Practice Committee (as defined in Article 15) for review and comment prior to adoption.

2 The direct supervisor will prepare the evaluation and present it to the affected employee at an
3 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee
4 has the responsibility to participate in the evaluation conference and to improve work performance in
5 any area where performance deficiencies are found to exist.

6 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
7 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
8 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
9 after the conference, comment in writing relative to the substance of the evaluation either on the
10 evaluation form or have his/her written comments affixed to the evaluation.

11 Employees shall be evaluated at least once during their probationary period and no less than
12 annually thereafter.

13 **Section 5.3.a Performance Improvement Plan (PIP):** The employer may propose a PIP in
14 accordance with this section. A PIP is defined as a written plan of limited duration created by
15 management for the purpose of identifying areas of improvement expected of an employee. Such
16 plan shall contain a description of specific deficiencies in performance and specific steps the
17 employee may take to improve performance. A PIP shall identify available assistance, such as
18 classes or training, in achieving improvement, and shall contain a schedule of regular meetings with
19 appropriate supervisors to monitor progress. A PIP shall have a mutually agreed to end date.

20 **Section 5.4 Position Vacancies:** Vacancies created within the job titles covered by this
21 Agreement by virtue of separation or newly created positions shall be posted for not less than ten (10)
22 consecutive days; provided, however, the Department retains the right to determine who, if anybody,
23 shall be selected for and/or transferred to said vacancy. The County will quarterly provide the
24 Association a report identifying all current vacant positions in the bargaining unit. The report shall
25 designate those vacant positions the County is actively trying to fill.

26 The Department recognizes that it is preferable to fill vacancies with qualified nurses within
27 the Department rather than by hiring persons from outside the Department. The Department may
28 identify special skills and abilities and recruit externally concurrently with internal recruitments for

1 these positions in order to hire in a timely manner. Vacant bargaining unit career service positions
2 shall be filled according to the following:

3 **a.** Announce all position vacancies with stated minimum qualifications on the
4 Department web site (www.metrokc.gov/health).

5 **b.** Interview screened applicants meeting minimum qualifications from within the
6 bargaining unit.

7 **c.** Give preference to filling any such open position to applicants from within the
8 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
9 equal based upon relevant criteria.

10 **d.** Make selections for promotional positions in accordance with appropriate
11 personnel regulations and ordinances.

12 **e.** When a transfer is approved by the hiring authority, the employee will be given a
13 specified effective date of the transfer.

14 **f.** An employee who applies for and receives a lateral transfer will not be required to
15 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
16 request the Department to consider, or the Department may impose a trial service period of up to
17 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
18 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
19 shall be moved back into the nurse's former classification into any available vacancy for which he or
20 she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's trial
21 service period. A lateral transfer is defined as the movement of an employee in the bargaining unit to
22 another position within the same classification within the bargaining unit. A nurse who is promoted
23 shall serve a six (6) month probationary period. A promoted nurse who does not successfully
24 complete the probationary period shall be reverted to his/her former classification and placed in any
25 available vacancy for which he/she is qualified. If there are no available vacancies, the nurse may
26 participate in the County's Career Service Support Program and shall be placed on the Public Health
27 Reversion Register for a period of two years to be reverted to the first available vacancy for which
28 he/she is qualified. If two or more employees on the Recall List compete for the same position,

1 seniority as defined in 17.1(a), shall be the deciding factor. Provided a promoted nurse may not
2 challenge the employer's decision to revert him/her to his/her former classification, this section shall
3 not prevent a promoted nurse from utilizing the grievance procedure to challenge the interpretation or
4 application of this section.

5 **Section 5.5 *Change of duties:*** The Department retains the right to alter the duties of a
6 position. The status of the incumbent is not affected when altered duties are consistent with the
7 classification specifications. Major alteration of essential duties must be preceded by notice of the
8 alteration to all affected employees. The employer will provide necessary training and identify
9 performance expectations.

10 **Section 5.6 *Transfers:*** When the Department intends to transfer a position or employee
11 from one sector or site to another, the Department will first seek a volunteer for transfer. If there is
12 no volunteer, the Department will transfer the least senior, appropriately qualified employee in the
13 job classification.

14 **Section 5.7 *Personnel File:*** The employees covered by this Agreement may examine their
15 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
16 designee. No other personnel files will be recognized by the Employer or the Association. Materials
17 to be placed into any employee's personnel file relating to job performance or personal conduct or
18 any other material that may have an adverse effect on the employee's employment shall be brought to
19 his/her attention with copies provided to the employee for his/her signature. Employees who
20 challenge material in their personnel files are permitted to insert material related to the challenge.
21 At the employee's request, materials relating to corrective counseling will be removed from the
22 employee's file after a twelve (12) month period, unless another act of misconduct has been
23 committed during the twelve (12) month period.

24 **Section 5.8 *Staffing:*** The Employer recognizes that implementing a joint labor/management
25 partnership for determining staffing produces a better work environment that ensures that patients
26 and clients receive quality care and that there is recruitment and retention of LPNs, RNs, PHNs,
27 APNSs, and ARNPs. Upon request of either party, staffing issues may become a standing agenda
28 item at Local Conference Committees and/or Labor-Management Committees. The Employer will

1 inform the Association through the Conference Committees if changes in the general staffing plan for
2 nursing are considered. Such changes will be thoroughly discussed and any changes to the general
3 staffing plan shall maintain community standards of care.

4 **Section 5.8.1 Joint Labor/Management Staffing Partnership:** The County will make its
5 staffing plans available for each work site. The County and the Association will utilize Joint
6 Labor/Management Committees to develop a process for the purpose of identifying measures that can
7 be used to inform staffing decisions. Similar measures will be identified that will be utilized to
8 understand patient outcomes and the impact of staffing levels on patient outcomes.

9 **Section 5.9 Productivity:** This section applies to all nurses. Reasonable productivity
10 standards shall be based on actual work days less average sick/vacation leave, meetings, training, and
11 continuing education. Individual productivity standards will be adjusted in the event that staff are on
12 approved leave of absence or extensive bargaining unit work, such as contract negotiations. No nurse
13 shall be subject to discipline without just cause for failing to meet productivity standards.
14 Productivity expectations may be addressed in Local Conference Committees and the Executive
15 Conference Committee.

1 **ARTICLE 6: GRIEVANCE PROCEDURE**

2 Management recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision. The employee and the immediate supervisor are encouraged to make
6 every attempt to appropriately resolve issues of concern between themselves in a timely manner prior
7 to filing a formal grievance. Upon timely request by an Association representative to the
8 Department's Human Resources Section, the time period for initial filing of a grievance may be
9 extended for a mutually agreed time, to allow for efforts to resolve a potential grievance. Employees
10 will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

11 A grievance concerning the discipline or discharge of a career service non-probationary
12 employee may be presented through this grievance procedure; provided, however, an employee
13 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either
14 the contract grievance procedure contained herein (with the Association processing the grievance) or
15 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
16 the County Personnel Board. Under no circumstances may an employee use both the contract
17 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
18 same disciplinary action. A grievance normally will be filed at Step 1; however, the Association and
19 the Department may agree to initiate the grievance procedure at any step. A grievance concerning
20 suspension or discharge for cause will normally be filed at Step 3 of this procedure.

21 Probationary, term-limited, part-time and temporary employees shall not have the right to
22 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
23 provided in Section 6.2. Term-limited temporary, part-time, and temporary employees who have
24 been employed by the Department for at least one year (24 full pay periods) and have worked at least
25 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance
26 procedure.

27 **Section 6.1 Definition:** A grievance shall be defined as an alleged violation of any of the
28 express terms of this contract to include wages, hours and working conditions as specifically

1 provided herein.

2 **Section 6.2 Process:** At any step in the process, the parties may agree to select a neutral
3 third party to serve as mediator. If mediation is attempted after Step 4 and is not successful,
4 arbitration may be requested as provided below, within thirty (30) days after the mediator or one of
5 the parties declares impasse. Nothing said or done by the parties or the mediator during the
6 grievance mediation session(s) can be used against them during the arbitration proceedings.

7 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
8 employee (and his/her selected representative if the employee wishes) within ten (10) working days
9 of the occurrence, or the date the employee should have known of the occurrence, of such grievance
10 to the employee's immediate supervisor. The written grievance shall state the act or omission which
11 is the basis for the grievance, the date of such act or omission, the Article and Section of this
12 Agreement the employee believes was violated or misapplied, and the remedy requested. The
13 immediate supervisor shall meet with the employee (and designated Association representative) if the
14 employee so requests. If the employee requests a meeting, the immediate supervisor will contact the
15 employee (and Local Unit representative if requested by the employee) within ten (10) working days
16 of receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule
17 this meeting to occur within twenty (20) working days of the receipt of the written grievance by the
18 immediate supervisor. Whenever possible, grievance meetings will be held during the employee's
19 regular working hours. The supervisor shall notify the employee in writing of his/her decision within
20 ten (10) working days after the meeting or after receipt of the grievance, if there is no meeting. If a
21 grievance is not pursued to the next level within ten (10) working days following receipt of the
22 written response from the immediate supervisor, it shall be presumed resolved.

23 **Step 2. Division Manager/Jail Health Services (JHS) Section Manager:** If the
24 grievance has not been satisfactorily resolved by the response from the immediate supervisor, the
25 employee and his/her representative shall then present the grievance to the Division Manager/JHS
26 Section Manager with a copy to the Department's Human Resources Section. The written grievance
27 shall include the Step 1 grievance statement and the immediate supervisor's response. The Division
28 Manager/JHS Section Manager or designee shall meet with the employee if the employee so requests.

1 If the employee requests a meeting, the Division Manager/JHS Section Manager or designee will
2 contact the employee (and Association representative if appropriate) within ten (10) working days of
3 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
4 meeting within twenty (20) working days of the receipt of the written grievance by the Division
5 Manager/JHS Administrator. Whenever possible, grievance meetings will be held during the
6 employee's regular working hours. The Division Manager/JHS Section Manager or designee, shall
7 make a written decision available to the aggrieved employee with a copy mailed to the Association
8 within ten (10) working days after the meeting (or after receipt of the grievance, if there is no
9 meeting). If the grievance is not pursued to the next higher level within ten (10) working days from
10 the Association's receipt of the Division Manager's/JHS Section Manager's written decision, it shall
11 be presumed resolved.

12 **Step 3. Department Director:** If after receiving the Division Manager's/ JHS
13 Administrator's written decision to the grievance and the grievance has not been satisfactorily
14 resolved, the employee and his/her representative shall then present the grievance to the Department
15 Director. The Step 3 grievance shall include a copy of the initial grievance statement, previous
16 responses to the grievance, and a statement explaining what aspects of the initial grievance are not
17 satisfactorily resolved. The Department Director or designee shall meet with the employee if the
18 employee so requests. If the employee requests a meeting, the Department Director or designee will
19 contact the employee (and Association representative if appropriate) within ten (10) working days of
20 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
21 meeting within twenty (20) working days of the receipt of the written grievance by the Department
22 Director. Whenever possible, grievance meetings will be held during the employee's regular
23 working hours. The Department Director or designee, after investigation, shall make a written
24 decision available to the aggrieved employee with a copy mailed to the Association within ten (10)
25 working days after receipt of the Step 3 grievance. If the grievance is not pursued to the next higher
26 level within ten (10) working days from the Association's receipt of the Department Director's or
27 designee's written decision, it shall be presumed resolved.

28 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,

1 or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification
2 to the employee, or the effective date of the disciplinary action, whichever occurs later. The
3 Department Director or designee shall process disciplinary grievances and Association grievances
4 according to the same procedures for meeting and response, as set forth for Step 1 and Step 2
5 grievances.

6 **Step 4. Labor Relations Manager:** If after receiving the written decision of the
7 Department Director or designee and the grievance has not been resolved to the satisfaction of the
8 employee, the grievance may be presented to the King County Labor Relations Manager or his/her
9 designee for review. The Labor Relations Manager or designee shall contact the Association
10 representative within ten (10) working days to schedule a meeting for the purpose of resolving the
11 grievance. Every effort will be made to schedule this meeting to occur within twenty (20) working
12 days of the receipt of the written grievance by the Labor Relations Manager. Whenever possible,
13 grievance meetings will be held during the employee's regular working hours. The Labor Relations
14 Manager or designee shall issue a written response within ten (10) working days following the
15 meeting. If the Manager or designee fails to so issue, the Association may proceed to Step 5 of this
16 grievance procedure.

17 **Step 5. Arbitration:** Should the decision of the Labor Relations Manager or his/her
18 designee not resolve the grievance to the satisfaction of the Association or the Employer, either the
19 Association or the Employer may request arbitration within thirty (30) days of receipt of the Step
20 decision. The request for arbitration must specify:

- 21 a. Identification of section(s) of Agreement allegedly violated.
- 22 b. Details or nature of the violation.
- 23 c. Position of party who is referring the grievance to arbitration.
- 24 d. Questions which the arbitrator is being asked to decide.
- 25 e. Remedy sought.

26 Should arbitration be chosen, the Association and the Labor Relations Manager or his/her
27 designee shall then select a third disinterested party to serve as an arbitrator. In the event that the
28 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of

1 seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The
2 arbitrator will be selected from the list by both the County representative and the Association, each
3 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
4 render a decision promptly and the decision of the arbitrator shall be final and binding on both
5 parties.

6 In connection with any arbitration proceeding held pursuant to this Agreement, it is
7 understood as follows:

8 a. The arbitrator shall have no power to render a decision that will add to,
9 subtract from, or alter, change, or modify the terms of this Agreement, and the arbitrators' power
10 shall be limited to interpretation or application of the express terms of this Agreement, and all other
11 matters shall be excluded from arbitration.

12 b. No matter may be arbitrated which the Employer by law, has no authority
13 over, has no authority to change, or has been delegated to any civil service commission or personnel
14 board, as defined in the Revised Code of Washington, Chapter 41.56.

15 c. The cost of the arbitrator shall be borne equally by the County and the
16 Association, and each party shall bear the cost of presenting its own case.

17 d. The parties agree to abide by the award made in connection with any
18 arbitrable difference.

19 e. Each party shall bear the cost of any witnesses appearing on that party's
20 behalf.

21 f. Regardless of the outcome of the arbitration, each party shall be responsible
22 for the cost of its own legal representation.

23 **Section 6.3 Time Limits:** Failure by an employee or the Association to comply with any
24 time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
25 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
26 time by the appropriate parties by mutual agreement in writing. Working days referred to above shall
27 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
28 response at Step 1 within the time frames listed, the grievant may elevate the grievance to the next

1 step. If the grievant and/or the Association has not received a response at Step 2 or Step 3 within the
2 time frames listed, the Association may elevate the grievance to the next step.

3 **Section 6.4 *Back Pay Awards:*** Arbitration awards shall not be made retroactive beyond the
4 date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen
5 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
6 were not and could not have been known by the grievant.

7 **Section 6.5 *Association Grievances:*** A contract grievance in the interest of two or more
8 employees in the bargaining unit shall be reduced to writing by the Association and may be
9 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
10 processed within the time limits set forth herein.

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.1 Job Titles: The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

Section 7.2 Wage Rates:

Section 7.2.1 2007 Wage Increases: Effective January 1, 2007, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 2005 to September 2006. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent. For 2007 the COLA increase shall be 2%. The rates of pay shall be as set forth in Addendum A retroactive to January 1, 2007.

Section 7.2.2 2008 Wage Increases: Effective January 1, 2008, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 2006 to September 2007. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent. For 2008 the COLA increase shall be 2.49%. In addition, the classifications of Advanced Registered Nurse Practitioner and Advanced Registered Nurse Practitioner - Jail shall receive a 5% wage increase. The rates of pay shall be as set forth in Addendum A.

Section 7.2.3 2009 Wage Increases: Effective January 1, 2009, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 2007 to September 2008. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent. In addition to the COLA increase, all classifications will receive a 2% across-the-board wage increase.

Section 7.2.4 New Step: Effective January 1, 2008, a Step 11 will be added to the wage schedule for all classifications. Step 11 will be 2.5% above Step 10.

Section 7.2.5 Step Increases: On January 1, 2004 and annually thereafter on January 1, non-

probationary regular and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range. After enactment of this Agreement, temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 7.2.6 Probation and Step Increases: Appointment as a career service employee is accomplished only after the employee successfully completes a probationary period of six (6) months. The Department may extend a nurse's probationary period for up to an additional six (6) months, provided that notice of the extension is provided to the employee and the Association prior to the expiration of the first six (6) month period. A probationary employee, regardless of which step he or she is placed on, appointment will advance to the next higher step upon completion of probation.

Section 7.2.7 Probation and step increases for Part-time and temporary employees: The following provisions apply to part-time and temporary employees who are appointed to regular career service positions: A part-time and temporary employee who has worked for 1,044 hours without a break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required probationary period provided the per diem work is in the same classification, upon the approval of the Department Director or designee. For example, in cases where a six (6) month probationary period is required, a nurse may be given up to three (3) months credit toward the completion of the probationary period. Part-time and temporary nurses who are not provided credit towards completion of the probation period shall be provided a written explanation for the justification therefore.

Part-time and temporary nurses who have worked at least 1,044 hours without a break in service, shall be given six (6) months credit towards accrual of bargaining unit seniority.

Section 7.2.8 Longevity Premium: full-time regular and part-time regular nurses shall receive the following longevity premiums based upon their length of service with the Department.

after 8 years (96 months) of service	2% above the nurse's Step
after 10 years (120 months) of service	3% above the nurse's Step
after 12 years (144 months) of service	4% above the nurse's Step
after 15 years (180 months) of service	5% above the nurse's Step
after 17 years (204 months) of service	6% above the nurse's Step

after 20 years (240 months) of service

7% above the nurse's Step

Section 7.3 Mileage Reimbursement/Parking: An employee who is required or authorized by the Department to provide a personal automobile for use in Department business shall be reimbursed for such use at the rate established by the Internal Revenue Service, excluding commutes from home to the assigned worksite.

For those jail nurses who are normally assigned to work downtown but are required to use their automobile for their work for the Department, parking shall continue to be provided downtown at the Department's expense during the term of the contract.

Parking expenses incurred by employees while using personal or Department vehicles in the course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly basis on a form prescribed by the Department to include any required proof of payment as defined by the Department.

Nurses working the evening and night shift in the jail who desire parking in the jail facility must pay for the cost of parking as set by County ordinance. Parking options otherwise shall be available for all other jail staff in the same manner as provided all other County employees by ordinance of the King County Council.

Section 7.4 Uniforms: If a uniform and special shoes are, in the future, required as a condition of employment for employees covered by this Agreement, the Department agrees to inform the Association thirty (30) days prior to implementation of said condition of employment and negotiate the conditions thereof.

Section 7.5 Part-time and temporary employees: If a Part-time or temporary employee (not necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months, the Association may request a meeting with the Employer to review the feasibility of posting a position at that site to fill the hours which have been filled by a Part-time and temporary employee. If such a need is jointly determined, the Department Director shall make a position request to the Budget Office.

Upon request, the Department will provide annual reports to the Association on the use of Part-time and temporary employees employed during the year. The report shall include the names of

1 Part-time and temporary employees by work site, classification and the number of hours worked by
2 each Part-time and temporary employee.

3 **Section 7.5.1** Part-time and temporary employees shall be eligible for standby pay, callback
4 pay, shift differentials, weekend premium and jail premium pay.

5 **Section 7.5.2** Part-time and temporary nurses are not entitled to holidays, sick leave,
6 bereavement leave or other paid leaves.

7 **Section 7.5.3** Part-time and temporary employees, other than probationary, provisional and
8 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21
9 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked,
10 paid retroactive to the first hour of employment and for each hour worked thereafter. The employee
11 will also receive a one-time only payment in an amount equal to the direct cost of three months of
12 insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an
13 hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such
14 additional compensation shall continue until termination of employment or hire into a full-time regular,
15 part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits
16 may elect to receive the medical component of the insured benefit plan, with the cost to be deducted
17 from their gross pay; provided, that an employee who so elects shall remain in the selected plan until
18 termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or
19 service of an appropriate notice of change or cancellation during the employee benefits annual open-
20 enrollment.

21 **Section 7.5.4 *Return to Employment:*** Nurses who retire or separate in good standing and
22 subsequently return to their previous or new classification on a part-time, temporary, term-limited
23 basis, or career service basis may be hired at any step of the salary range upon the approval of the
24 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
25 nurse who returns to the classification held at the time of separation shall be paid at no less than the
26 rate he/she received at the time of separation.

27 **Section 7.6 *Professional Liability Insurance:*** Employees covered by this Agreement are
28 covered by the liability protection as provided in the King County Code for acts committed in good

1 faith and within the scope of their official County duties.

2 **Section 7.7 *Licensing/Certification Requirements - Condition of Employment:*** All nurses
3 must meet licensing and certification requirements as a condition of hire and continued employment.
4 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
5 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
6 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
7 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from
8 their current position or terminated from employment.

9 **Section 7.8 *License Fees:*** The Department shall pay for the cost of the following fees for all
10 full-time regular and part-time regular Nurse Practitioners with ARNP status:

- 11 ▪ Renewal for ARNP license.
- 12 ▪ Application and renewal fees of state authorized prescriptive authority.

13 **Section 7.9 *Shift Differentials:*** A bargaining unit employee scheduled to work in a 24-hour
14 facility or site which is staffed for 24-hour operation and scheduled to work not less than four (4)
15 hours of his/her work shift during the evening shift or night shift, shall receive one of the following
16 shift differentials for all scheduled hours worked during such shift.

17 Evening Shift: \$2.50 per hour

18 Night Shift: \$4.00 per hour

19 Other employees will receive the evening shift differential for all hours worked after the
20 normal business hours of 5:00 p.m. Shift differential pay does not apply to employees on alternate
21 schedules as provided in Article 13.4.

22 The above differential shall be considered part of the nurse's regular rate for purposes of
23 overtime pay calculations.

24 The above shift differential shall apply to time worked as opposed to time off with pay and
25 therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay, funeral
26 leave, etc.

27 The evening shift period shall normally encompass the hours from 2:20 p.m. to 10:20 p.m.
28 The night shift period shall normally encompass the hours from 10:20 p.m. to 06:20 a.m.

Section 7.10 *Weekend Premium:* A weekend premium shall be paid for all regular hours of work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work beginning with the night shift on Friday and through evening shift on Sunday.

Section 7.11 *Hiring Above Step 1:* Full-time regular, part-time regular, temporary and term-limited temporary nurses may be hired at any step of the salary range upon the approval of the Department Director and/or designee, based upon the nurses' previous relevant nursing experience.

Section 7.11.1 *Notice of Step Placement:* On the nurse's date of hire, each nurse shall be provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of final approval from the Department Director; 3) the potential wage rates that may be approved depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final setting of his/her step/wage rate, the nurse will be paid at the base rate unless and until a higher step/wage rate is approved at which time the difference in the nurse's pay shall be retroactively paid to the nurse's date of hire.

Section 7.12 *Assignment Rates:* All part-time and full-time regular and part-time and temporary and term-limited temporary employees who are assigned to work in Jail Health Services (JHS) facilities will be paid the JHS assignment rate of fifteen (15) percent per hour above the general assignment rate. The applicable general assignment and JHS assignment rates for each job classification are as listed in Addendum A.

The JHS rate is a "base" or "regular" rate of pay for this assignment and is included in the computation for overtime and is payable for paid leave and holiday pay.

Section 7.13 *Preceptor Assignments:* Nurses assigned as preceptors shall be paid one dollar (\$1.00) per hour more than their normal hourly rate and in accordance with Article 15.5. This premium pay shall only be due for hours actually worked and not for paid leave benefits. The Department shall reduce to writing the length of each preceptor assignment.

Section 7.14 *Salary Step Placement for Transfer:* Employees who transfer within the same job classification from a JHS to a general assignment or vice versa shall remain at the same salary

step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

Section 7.15 Salary Step Placement for Promotion: An employee who attains a higher level title through a promotional, competitive process shall be placed at the pay step in the higher salary range resulting in an increase that constitutes an approximately five percent increase above the former rate of pay, provided that such placement shall never exceed the maximum step established for the higher paying title. All hours worked in a higher classification, as provided in Article 14.1, will be paid as for a promotion.

When promotional movement between job titles also involves a movement to or from, a JHS and a general assignment, salary step placement shall first be determined per Section 7.14 (Transfer) in the current title prior to determining the appropriate promotional salary step placement. This section applies to promotional transfers between titles of this bargaining unit as well as promotional transfers to titles in the Association-represented, Supervisory bargaining unit.

Section 7.16 Charge Nurse Pay: A nurse assigned the duties of Charge Nurse has assigned, limited supervisory and leadership responsibilities in addition to providing direct patient care services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium over the nurse's base rate of pay. Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and distribution of work or maintenance of a balanced workload among employees. A Charge Nurse shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions. There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with an explanation to the affected nurse.

Nurses who feel they should receive the Charge Nurse Pay may submit a request to their immediate supervisor that their responsibilities be reviewed to determine whether they should receive the Charge Nurse designation. If the designation is not made following the review and the nurse continues to believe his/her responsibilities warrant a Charge Nurse designation, the nurse may access the grievance procedure through Step 4.

Section 7.17 Report Pay: Any nurse who reports for his/her scheduled shift and is sent

1 home without completing his/her shift shall be paid a minimum of four (4) hours report pay.

2 **Section 7.18 *Bilingual Premium Pay:*** Employees may be assigned in writing to provide bilingual,
3 interpreter and/or translation services to the Department and shall receive a premium of fifty dollars (\$50) per
4 month. The assignment will be renewed annually and may be terminated at anytime. It is understood by the
5 parties that the work performed by the bilingual speaker provided for under this section shall not supplant the
6 work of the Medical Interpreter/Translator.

ARTICLE 8: VACATIONS

Section 8.1 *Credited Hours for Accrual:* Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed 2088 hours per year.

Section 8.2 *Regular Pay Status:* “Regular Pay Status” is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave.

Section 8.3 *Accrual Rates:* The vacation accrual rate shall be determined in accordance with the rates set forth below:

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Vacation accruals are based on compensated hours; vacation accruals are added to each paycheck and placement on Vacation Schedule is effective the first month following adoption of the

1 Agreement by County Council.

2 **Section 8.4 *Accumulation and Use of Vacation:*** Eligible employees shall accumulate
3 vacation from the date of entering Department service and may use accumulated vacation with pay
4 after six (6) months on regular pay status with Department approval.

5 **Section 8.5 *Maximum Accrual:*** Employees eligible for vacation leave may accrue up to
6 four hundred and eighty (480) hours vacation leave, prorated to reflect their normal scheduled work
7 day. Such employees shall use vacation leave beyond the maximum accrual amount prior to
8 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
9 result in forfeiture of vacation leave beyond the maximum amount with the following exceptions:

10 The appointing authority has approved a carryover of such vacation leave because of cyclical
11 workloads; inability to use accrued vacation leave due to work assignments; when the Department
12 cancels an employee's previously scheduled vacation which has been approved by the Health
13 Director; or for other reasons as may be in the best interest of the County. All employees who are
14 bargaining unit members as of January 1, 2007 will be exempt from the prorating portion of this
15 Section (sentence one of this section).

16 **Section 8.6 *Cashout Limit Upon Retirement:*** Employees who are eligible for participation
17 in the Public Employees' Retirement System Plan I shall not be compensated for more than two
18 hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in
19 excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or
20 such hours will be lost.

21 **Section 8.7 *Minimum Vacation to be Used:*** The minimum vacation allowance to be used by
22 an employee shall be one-half hour at the discretion of the employee's supervisor.

23 **Section 8.8 *Vacation Upon Termination:*** An employee who terminates employment for any
24 reason after more than six (6) months service shall be paid in a lump sum for any unused accrued
25 vacation. An employee's prior hours of service on Regular Pay Status will be reinstated if the
26 employee returns to work within a two year period if s/he resigned in good standing. Upon the death
27 of an employee in active service, such payment will be made to the estate of the deceased employee.

28 **Section 8.9 *Vacation in Conjunction With Leave of Absence:*** When an employee has

1 exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in
2 excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6,
3 Family and Medical Leave, with approval of the Division Manager/JHS Administrator.

4 In all other instances, employees must use all accrued vacation prior to beginning a leave of
5 absence unless an exception is approved by the Division Manager/JHS Administrator.

6 **Section 8.10 *Department's Responsibility to Set Vacation Schedules:*** The Department head
7 shall arrange vacation time for employees on such schedules as will least interfere with the functions
8 of the department. Copies of Vacation scheduling policies developed by the Department overall or
9 within each work unit will be provided to the Association. New or revised policies will be
10 implemented within thirty (30) days of notice unless collective bargaining is requested by the
11 Association. Employee requests for vacation shall be acknowledged within ten (10) calendar days of
12 submission with a preliminary indication of whether the request will be granted or denied. If final
13 decision is pending, the employer will provide the employee a date upon which final approval or
14 denial will be announced. Once an employee's vacation has been approved, the Department may not
15 withdraw approval absent declared emergency.

16 **Section 8.11 *Vacation Donation:*** Employees covered by this Agreement shall be eligible
17 for the vacation donation program as provided in KCC 3.12.223 and the King County Personnel
18 Guidelines.

ARTICLE 9: HOLIDAYS

Section 9.1 *Holidays Observed:* The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King JR's, Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

Whenever any legal holiday, as described above, falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 9.1.1 *JHS Staff:* Jail Health Services staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at ten-twenty in the evening (10:20 p.m.) on the day preceding the calendar holiday and ending at ten-twenty in the evening (10:20 p.m.) on the day of the holiday. A regular employee shall receive holiday pay pursuant to Section 9.3 below if four (4) or more hours of the shift fall within the above time periods. In addition when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank. When a holiday falls on an employee's regularly scheduled work day, the employee may

1 choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the
2 employee's vacation bank. If neither of the above options is chosen by the employee, Section 9.3 of
3 the Agreement applies.

4 **Section 9.1.2 *Alternate Work Week Schedules:*** Employees scheduled to work an alternative
5 work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours
6 per year. Part-time regular and full time regular employees and employees working alternative work
7 weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time
8 off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the
9 Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be
10 authorized if the employee does not request a different option in advance. In no event will the
11 rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime
12 pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the
13 option of receiving the holiday pay at the straight-time rate in the same pay period or of scheduling
14 an alternate paid day off within thirty (30) days after the actual holiday. To be eligible for an
15 alternate day off, the employee must request it in advance of the holiday.

16 **Section 9.2 *Qualifications for Holiday Pay:*** To qualify for holiday pay, employees covered
17 by this Agreement must have been on pay status their normal work day before or their normal work
18 day following the holiday; provided, however, employees returning from non-pay leave starting work
19 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
20 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of
21 absence requested by the Department.

22 **Section 9.3 *Holiday Premium Pay:*** Regular employees who work on a holiday shall be paid
23 for the holiday at their regular rate of pay and, in addition, they shall receive either one and one half
24 (1-1/2) times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the
25 hours worked (compensatory time) to be taken off at another date. Part-time and temporary
26 employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for
27 work on the holidays listed in Article 9, Section 1.

28 Compensation in the form of compensatory time must be agreeable to both the affected

1 employee and the Department Director or his/her designee.

2 **Section 9.4 *Personal Holidays:*** Regular employees, provisional employees, probationary
3 employees, and term limited temporary are granted two personal holidays each year. The hours
4 granted to less than full-time employees will be prorated to in accordance with Article 9.5. One day
5 is credited to the employee's vacation leave balance on the first of October; the second holiday is
6 credited on the first of November. Personal Holidays shall be administered through the vacation plan
7 and can be used in the same manner as any earned vacation day.

8 **Section 9.5 *Regular Part-time Employees:*** Holiday time for regular part-time nurses will be
9 provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the
10 pay period of the holiday shall be compared to the compensated hours in the period for a full-time
11 position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of
12 holiday time off due to the part-time employee.

1 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

2 **Section 10.1 *Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be
3 granted to eligible Department employees as provided by King County Code 3.12.220, and
4 administered according to Department policies and procedures. Sick leave credit shall accumulate at
5 the rate of .04616 hours for each hour on regular pay status as shown on the payroll, but not more
6 than forty (40) hours per week. New employees will accrue sick leave on an hourly basis to begin
7 the first of the month following the date of employment. Sick leave credit may be used for bona fide
8 cases of:

- 9 a. Illness or injury which has incapacitated the employee from performing regular
10 duties.
- 11 b. Disability due to pregnancy and/or childbirth.
- 12 c. Medical or dental appointments.
- 13 d. Care for the employee's child under the age of eighteen who has a health condition
14 that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and
15 implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal
16 holidays – at the employee's discretion - to care for a child with a health condition that requires
17 treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has
18 a serious health condition or an emergency condition.
- 19 e. Eligible employees may use accrued sick leave and other paid leave as provided by
20 King County Code 3.12.220 and Chapter 49.12.270-295 RCW.

21 **Section 10.2 *Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be
22 grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

23 **Section 10.3 *Reimbursement Upon Retirement or Death:*** Upon retirement with at least five
24 years of County service, thirty-five percent (35%) of an employee's unused sick leave accumulation
25 can be applied to the payment of health care premiums, or to a cash payment at the straight time rate
26 of pay of such employee in effect on the day prior to his or her retirement. Upon the death of an
27 employee with at least five years of County service, thirty-five percent (35%) of such employee's
28 accumulated sick leave credits shall be paid to his/her estate.

1 Termination of an employee's continuous service, except by reason of temporary layoff due
2 to lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should
3 an employee resign in good standing or be laid off and return to employment within two (2) years, all
4 accrued sick leave will be restored.

5 **Section 10.4 *Wellness Incentive:*** Employees within the bargaining unit who, in a calendar
6 year ending on December 15 use less than thirty-three (33) hours of sick leave may convert sixteen
7 (16) hours of unused, accrued sick leave to two vacation days to be used in the next calendar year.

8 **Section 10.5 *Leaves of Absence:*** An unconditional leave of absence without pay for a
9 period not exceeding sixty (60) consecutive days may be granted by the Department Director.

10 A request for a leave of absence longer than sixty (60) days bearing the favorable
11 recommendation of the Department Director may be granted by the Human Resources Division
12 Manager.

13 No employee shall be given leave to take a position outside the Employer's service for more
14 than sixty (60) days in any calendar year, except where it appears in the best interests of the
15 Employer.

16 Leaves of absence of more than sixty (60) days may be conditional or unconditional with any
17 conditions set forth in writing at the time the leave is approved.

18 All requests for leaves of absence are to be requested in writing as far in advance as possible,
19 stating the reason for the leave and the amount of time requested.

20 At the expiration of the authorized unconditional leave of absence, a member of the
21 bargaining unit shall resume his/her same position (work site, title and shift); however, standing and
22 service credit shall be frozen at the commencement of the leave of absence and shall not continue to
23 accrue until the employee returns from said leave.

24 **Section 10.6 *Family and Medical Leave:*** Up to eighteen weeks of unpaid leave will be
25 granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured
26 backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave
27 benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC
28 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County

Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits during the term of this Agreement.

The employing Department will maintain its contribution for health benefits for the employee during the period of family and medical leave.

Section 10.6.1 Sick Leave Donation: Employees covered by this Agreement are eligible for the sick leave donation program provided in KCC 3.12.223 and the King County Personnel Guidelines.

Section 10.7 Military Leave: Pursuant to RCW 38.40.060 Military leaves for public employees, every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision, his or her normal pay.

Section 10.8 Jury Duty: An employee working on other than a part time or temporary basis shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within his normal work schedule shall notify his supervisor and if so directed report for work for the balance of his normal shift. An employee who is scheduled off work during a period when called to serve jury duty will not suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either evening or night shifts

1 while on jury duty shall not be required to report to work on any day when jury duty, including travel
2 time, requires three or more hours of attendance. An employee who does not work his or her
3 scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of
4 serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)
5 hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours
6 between the time the employee is dismissed from jury duty and the time the employee must report for
7 regular duties.

8 **Section 10.9 Required Court Appearance:** An employee who is subpoenaed to appear in
9 court on work related business shall be paid as if working for all time spent in court or in preparation
10 for such appearance as approved by the Department, including reasonable travel time to and from the
11 work site during the employee's work shift.

ARTICLE 11: BEREAVEMENT LEAVE

Section 11.1 *Annual Entitlement:* Employees eligible for leave benefits shall be entitled to three (3) working days (to a maximum of twenty-four hours) of bereavement leave per occurrence due to death of members of their immediate family.

Section 11.2 *Use of Sick Leave for Bereavement Purposes:* Employees who have exhausted their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for each instance when death occurs to a member of the employee's immediate family. One day of sick leave per occurrence may be used for the attendance of a funeral of other than a close relative or a significant person living in the employee's household.

Section 11.3 *Pro-Rata Benefit for Part-Time Employees:* Part-time regular and part-time term-limited temporary employees shall be entitled to bereavement leave and sick leave for bereavement in the same proportion as the number of hours worked is to the number of hours scheduled for a full-time position.

Section 11.4 *Definition of Immediate Family:* For purposes of this Article, a member of the immediate family is construed to mean:

- | | |
|------------------------------|---|
| • Children | • Children of spouse or domestic partner |
| • Parents | • Parents of spouse or domestic partner |
| • Siblings | • Siblings of spouse or domestic partner |
| • Grandchildren | • Grandchildren of spouse or domestic partner |
| • Grandparents | • Grandparents of spouse or domestic partner |
| • Spouse or domestic partner | • Legal Guardian |

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2 **Section 12.1 *Continuation of the Plan:*** Medical/Dental and Life Insurance benefits shall be
3 as negotiated through the County Joint Labor Management Insurance Committee which negotiates
4 with collective bargaining representatives of County employees as a group.

5 **Section 12.2 *Benefit Eligibility:*** Full-time regular, part-time regular, provisional,
6 probationary and term-limited temporary employees shall be eligible for receipt of all benefits under
7 the County's medical, dental, vision and life insurance programs as determined by the County Joint
8 Labor Management Insurance Committee.

9 **Section 12.3 *Plan Changes:*** In the event the County Joint Labor Management Insurance
10 Committee negotiates a change in medical, dental, vision or life insurance plans which result in a
11 decrease in benefits or increase in costs for nurses, the County will meet to discuss the impact of the
12 changes.

13 **Section 12.4 *Industrial Insurance:*** Employees covered by this Agreement shall be covered
14 by the County Industrial Insurance Plan and any supplement thereto as provided by County
15 ordinance.

ARTICLE 13: HOURS OF WORK AND OVERTIME

Section 13.1 *Work Day:* Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

Section 13.2 *Work Week:* The basic work week shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely within the work week in which the shift begins. Other seven day work week beginning and ending times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule). Copies of schedules and alternative work week designations shall be provided to the Department Administrative Services Manager who shall forward copies to the Association and to Labor Relations of the Human Resources Division, Department of Executive Services.

Section 13.2.1 "*Flexing a schedule*" means that on a day-to-day basis the employee may request or agree to a revision in the schedule of work hours, working more hours than scheduled on one day and less on another day during the same work week. Upon mutual agreement between the employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours worked in excess of forty (40) in a work week.

Section 13.3 *Overtime:* Except as provided in Section 13.2 above, for regular full-time and regular part-time employees, all work performed over forty (40) hours in any one (1) work week or over eight (8) hours in one (1) work day or over ten (10) hours per day depending on the employee's regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the regular rate of pay provided that overtime work is authorized by the employee's supervisor. For part time and temporary employees, overtime pay shall be due for all hours worked over forty (40) in any one seven (7) day work week. The Department will make a good faith effort to minimize the use of overtime.

Section 13.3.1 *Compensatory Time:* Overtime may be compensated by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee requests compensatory time accrual in advance and the supervisor approves. Employees may not have a balance of more than forty (40) hours of compensatory time. All compensatory time not used by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work

demands of the position, the employee may request and the Division Manager may approve the carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory time accrual will be approved for the last pay period of a calendar year (December 16 through December 31). Use of compensatory time off must be approved in advance as for vacation leave.

Section 13.4 *Alternate Work Schedules:* An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven-day work week. Examples of alternative work schedules include but are not limited to:

4 - 10 hour work days

A 9/8-off alternating work week schedule (the record keeping time-sheet for this schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hours or a day off.)

In administering the four (4) day, forty (40) hour work week, the following working conditions shall prevail:

a. Overtime shall be paid for any hours worked in excess of the established work day of at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per week.

b. Vacation benefits shall be accrued and expended on an hourly basis.

c. Sick leave benefits shall be accrued and expended on an hourly basis.

d. Holidays shall be granted in accordance with Article 9 of this Agreement.

e. Employee participation shall be on a voluntary basis.

f. Every six (6) months all alternative work schedules will be reviewed by the affected nurse(s) and the immediate supervisor. The Department or the employee shall provide forty-five (45) days notice of their intent to discontinue the alternative schedule, unless the employee and the Department mutually agree to waive the forty-five (45) day requirement.

Section 13.5 *Standby/Callback/Clinical Call:* Whenever an employee covered by this Agreement is placed on standby duty by the Department, the employee shall be available at a pre-designated location to respond to emergency calls and, when necessary, return immediately to work. The Department will first seek volunteers for nurses to be on standby. If not enough volunteers are

1 available, the Department will utilize a system providing appropriate consideration for seniority to be
2 developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby
3 schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of
4 ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned.
5 The Department reserves the right to determine the standby assignments.

6 If an employee is required to return to work while on standby duty, the employee will be paid
7 time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours due. Standby pay
8 and callback pay shall not be paid simultaneously.

9 Phone calls received by nurses on standby which do not result in the need to return to work
10 shall be logged and paid for at time and one-half (1-1/2) for actual hours worked six (6) minute
11 minimum, rounded to the nearest six (6) minute increment. It is understood that phone calls while on
12 standby do not constitute a callback.

13 Nurse Practitioner Clinical Call: Nurse practitioners placed on Clinical Call shall be paid at
14 the rate of twelve (12) percent of the straight time hourly rate of pay listed in Addendum A for all
15 hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be
16 logged and paid for at time and one-half (1-1/2) for all hours worked with a five (5) minute
17 minimum. The Department reserves the right to determine the Clinical Call assignments.

18 In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may
19 choose compensatory time equivalent to such pay.

20 **Section 13.6 Schedule Changes:**

21 **Section 13.6.1 Non-Jail Schedules:** The Department recognizes the need to give employees
22 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
23 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
24 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
25 employee to discuss said change.

26 Once the final schedule has been posted, any change by the Department to the employee's
27 schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties
28 acknowledge that a change of duties or an overtime assignment does not constitute a schedule

1 change.

2 If the Employer deems it necessary to establish work schedules other than a Monday through Friday
3 schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall notify
4 the Association and bargain any impact such a change may have on the unit's wages, hours and
5 working conditions.

6 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
7 timely notice of schedules and schedule changes. To that end, the Department shall post the final
8 schedule at least ten (10) days before the schedule takes effect. Major schedule changes affecting the
9 majority of nurses in Jail Health Services will be negotiated with the Association prior to
10 implementation. The employer will limit required shift changes to two per month with at least fifteen
11 (15) hours off between changes. A shift change shall be defined as a change of working hours in
12 which a majority of working time occurs in a different shift.

13 Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact
14 the employee to discuss said change. The Department reserves the right to make temporary changes
15 to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies,
16 medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule,
17 the employer will seek volunteers and utilize available temporary staff. Once the final schedule has
18 been posted, any change by the Department to the employee's schedule, shall be by mutual consent.
19 Both parties acknowledge that a change of duties or an overtime assignment does not constitute a
20 schedule change.

21 In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be
22 posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days.
23 Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level,
24 for the shift and days off/on pattern. When individual scheduling patterns become available, the
25 pattern will be posted for at least fourteen (14) days. When patterns become available, irrespective of
26 whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome
27 of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent
28 of impacted employee and supervisor.

1 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
2 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site. After
3 eighteen (18) months, such employees will be entitled to use their full seniority credit for such
4 pattern bidding.

5 **Section 13.7 *Negotiations:*** The Department will provide paid release time for 2 employee
6 representatives in negotiations.

7 **Section 13.8 *Consecutive Weekend Work/Shift Rotation:*** The Department and the
8 Association agree that bargaining unit employees have a legitimate interest in limiting and/or
9 eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to
10 evenings and back to days, on a rotating basis). It is further recognized that bargaining unit
11 employees have a legitimate interest in limiting the amount of consecutive weekend work required of
12 employees. To this end, the Department agrees to the following:

13 1. A "scheduling committee" shall continue to meet at least monthly at affected jail
14 sites for the purpose of exploring the use of alternative staffing patterns that would reduce and/or
15 eliminate the need to rotate shifts and would enhance the ability to allow nurses to work a schedule
16 providing for every other weekend off; and

17 2. If regular nurses are regularly required to work outside their specific budgeted FTE
18 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
19 Association may request that the position be reviewed to determine whether it is feasible to increase
20 or decrease the position's FTE. If such change is jointly determined, the Department Director shall
21 make a request to the Budget Office.

1 **ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 14.1 *Payment for Work in a Higher Classification:*** Whenever an employee is
3 assigned by proper authority to perform all the duties and accept all of the responsibility of an
4 employee at a higher paid classification, he/she shall be paid at the rate established for such
5 classification while performing such duties and accepting such responsibility. Proper authority shall
6 be a supervisory employee in the line of organization outside of the bargaining unit, and if his
7 position is to be filled, proper authority shall be his/her supervisor. An employee properly assigned
8 work in a higher level classification shall be paid at the first step in the higher salary range of the
9 higher level job classification or at the salary step in the higher classification that most closely
10 approximates a five percent increase over the employee's current rate of pay, whichever is greater.
11 Payment for work in a higher classification may not exceed the top step of the new range.

12 **Section 14.2 *Temporary Work in a Lower Classification:*** If an employee is assigned to
13 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
14 of pay.

15 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
16 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
17 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at
18 their old base rate for a maximum of three (3) months. During this period of pay freezing, employees
19 shall not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

1 **ARTICLE 15: CONFERENCE COMMITTEES**

2 **Section 15.1 *Local Conference Committees:*** The Department jointly with the elected
3 representative of the employees covered by Addendum A of this Agreement shall establish a Local
4 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
5 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
6 may arise between the parties other than those for which another procedure is provided by law or by
7 other provisions of this Agreement. The function of the committee shall be limited to an advisory
8 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
9 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
10 of three representatives of administration and three representatives of the employees (one of whom
11 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
12 needed depending on the issues to be discussed. A local conference committee may refer subjects to
13 the Executive Conference Committee.

14 **Section 15.2 *Executive Conference Committee:*** An Executive Conference Committee is
15 established for issues affecting the Department or bargaining unit as a whole, except for matters for
16 which another procedure is provided by law or other provisions of this Agreement. The Executive
17 Conference Committee shall consist of equal numbers of representatives of administration and the
18 Association. Association representatives shall be the elected officers of the bargaining unit.

19 The Executive Conference Committee shall operate according to mutually agreed ground
20 rules. The function of the committee shall be limited to an advisory rather than a decision-making
21 capacity.

22 **Section 15.3 *Nursing Practice Committee:*** The parties agree to establish and maintain a
23 Nursing Practice Committee. The Committee shall consist of three Association members and three
24 representatives of the Department. The Association shall designate the Committee chair. The
25 purpose of the Committee shall be to develop recommendations to the Executive Conference
26 Committee and the Department on issues of nursing practice and client care. The Committee shall
27 meet during the month prior to the scheduled Executive Conference Committee meeting. The
28 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference

1 Committee.

2 **Section 15.4 Conference Committee Operations:** The parties agree that the ground rules of
3 the Executive Conference Committee and Nursing Practice Committee will include provisions for
4 recording and distributing meeting minutes.

5 Association representatives to the Conference Committees and Nursing Practice Committee
6 shall be provided release time with pay to attend meetings.

7 **Section 15.5 Preceptor Program:** The parties agree to include the preceptor program as an
8 agenda item for the Executive Conference Committee at the first meeting after the effective date of
9 this Agreement.

10 **Section 15.5.1** A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health
11 Nurse, Advanced Practice Nurse Specialist or Advanced Registered Nurse Practitioner with at least
12 one year of continuous relevant experience who is assigned specific responsibility for planning
13 organizing, teaching, and evaluating the new skill development of a student intern or nurse employed
14 by the Department who is participating in a specific Preceptor Program. Inherent in the Preceptor
15 role is the responsibility for specific, criteria-based, and goal directed education for a defined time
16 period.

17 **Section 15.5.2** It is understood that nurses in the ordinary course of their responsibilities will
18 be expected to participate in the general orientation process of new nurses without receiving
19 Preceptor pay. This includes providing information, support and guidance to new nurses in the
20 Department.

ARTICLE 16: STAFF DEVELOPMENT

Section 16.1 *Staff Development:*

Staff development issues shall be a proper subject for discussion in the Nursing Practice Committee. Upon request by the Association the parties shall discuss:

a. The orientation program for newly hired nurses which shall include a site-specific orientation as well as the general orientation for the Department. Local Conference Committees shall discuss the formulation of site specific orientations.

b. The orientation program for nurses transferring to a position requiring significantly different duties and/or skills.

c. In service meetings, including development of programs; status of programs offered and level of participation.

Section 16.2 *Continuing Education Time and Professional Meetings:* The Department and the Association agree continuous upgrading of employees skills and knowledge is beneficial to providing quality health care services to the public. Therefore employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education. To this end, it shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs five (5) days (40 hours) of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education outside of the Department. For purposes of this section, professional meetings shall be defined as: Short term conferences for professional growth and development of the individual nurses related to nursing, and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards. Conferences or portions of conferences relating solely to union business are not considered professional meetings.

Other paid leave for this purpose and in-house educational programs shall be at the discretion of the Department Head. Employees who are approved to attend a continuing education seminar or class pursuant to the above referenced policy on a day off shall be compensated at their regular rates,

1 including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day
2 off within thirty (30) days of the continuing education seminar or class. All such leave shall first be
3 scheduled and approved by the employee's supervisor. For this purpose, part-time employees shall
4 be due a prorated amount. The proration shall be determined based on the hours worked in the
5 preceding calendar year divided by the hours scheduled for a full-time position during the same time
6 period.

1 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/ REHIRES**

2 **Section 17.1 Definitions:** The following definitions shall apply for the purposes of
3 administering this Article:

4 **a. Seniority** is the employee's total uninterrupted time in the bargaining unit,
5 measured as total compensated hours, up to a cap of 2088 hours for each consecutive 12-month
6 period. If two employees have equal seniority, seniority shall be determined by the adjusted service
7 date reflecting the employee's date of hire into a King County regular career-service position.

8 **b. Layoff** is the involuntary termination of employment or reduction of work hours.
9 An involuntary increase in the standard working hours of a position shall create the same vacancy
10 and bumping rights for employees whose hours are increased as are created by the terms of this
11 Article for employees in a layoff/reduction in force situation.

12 **c. Classification (also Job Class or Job Classification)** is a group of positions that
13 are sufficiently similar in their duties, responsibilities and authority that the same descriptive title
14 may be used to designate each position allocated to the class. The classifications covered by this
15 Agreement are listed in Addendum A.

16 **d. Qualified** means the employee possesses the required knowledge, skills and
17 abilities to competently perform the duties of a position; including required licenses and/or
18 certifications, and would be eligible to be appointed to the position as a new hire.

19 **e. Employment Sector** means the locality of the assigned work site of the employee
20 subject to layoff:

21
22 **Jail Health Services (JHS) Sector;** Sites include:

23 King County Correctional Facility

24 Regional Justice Center Jail

25
26 **North Sector;** Includes sites north of I-90, plus Columbia. Major sites in North Sector include:

27 North

28 Northshore

1 Eastgate
2 Downtown Seattle
3 First Hill
4 Harborview Medical Center
5 Columbia

6 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:

7 Renton
8 Kent
9 Federal Way
10 Auburn
11 Roxbury
12 White Center
13

14 **Section 17.2** When the Department determines there is a need to reduce, or increase the
15 working hours of existing positions, the Department shall identify by job class and work site which
16 positions(s) are to be eliminated or increased.

17 **Section 17.3** An incumbent employee in a position impacted by a change in FTE, either a
18 decrease or an increase, shall be notified at least thirty calendar days prior to the effective date. The
19 notice will include information about the options provided in this Section. A copy of the notice will
20 be provided to the Association. The employee shall be allowed fourteen calendar days to elect one of
21 the following options:

22 **a.** The employee may choose to be placed in a vacant position within the bargaining
23 unit for which the employee is qualified. In the case of an involuntary increase in hours, an affected
24 employee shall be given first right of refusal over the increased hours before such position is posted.
25 The Department must offer a vacant bargaining unit position to a qualified employee subject to
26 layoff, if the position is the same classification as the position from which the employee is laid off,
27 and if the Department intends to fill the position. The Department will inform the employee of all,
28 available vacant positions that the Department intends to fill.

1 b. The employee may voluntarily move to a vacant bargaining unit position in another
2 job class, provided the employee is qualified and the Department intends to fill the position.

3 c. The employee may displace (bump) the least senior employee in the same job class
4 within the same Employment Sector, provided the employee is qualified for the position and has
5 more seniority than the incumbent employee. A Nurse Practitioner without prescriptive authority
6 shall not bump a Nurse Practitioner with prescriptive authority.

7 d. An employee may bump the least senior employee in a bargaining unit
8 classification within the same Employment Sector with a lower salary range, provided the employee
9 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
10 is no other employee with less seniority in the job class of the employee to be laid off.

11 e. An employee may choose to be laid off rather than exercise the options above.

12 **Section 17.3.1 Nurses Who Have Work Assignments in Two Different Sectors.** A nurse
13 who has work assignments in two different sectors shall have all rights guaranteed by Article 17. In
14 addition the nurse shall have the rights delineated in 17.3.1(a) below.

15 a. A seniority list shall be compiled by the Employer and distributed to the nurse who
16 is subject to layoff. The seniority list shall contain the names, FTE, work hours and work days of the
17 least senior nurses from the sectors in which the affected nurse is assigned to work. The nurse
18 subject to layoff shall have the option to bump the least senior nurse from any of the sectors in which
19 the nurse has been assigned to work.

20 **Section 17.4** When the Department determines to eliminate, reduce, or increase the hours of
21 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
22 calendar days prior to the effective date. The notice will include information about the options
23 provided in Section 3 of this Article. A copy of the notice will be provided to the Association. The
24 employees shall be allowed fourteen calendar days to select their options under Section 3 above using
25 the following procedure:

26 a. The employees will designate a first, second and third choice among the options;

27 b. Option choices will be allocated in order of seniority, the most senior employee
28 having priority; provided, however, bumping choices will be allocated according to c. below, and

1 vacant positions will be allocated according to e. below:

2 c. It is the intent for bumping to proceed in reverse seniority order; that is, the least
3 senior employee within the Employment Sector will be displaced first. No employee may be bumped
4 ahead of the least senior employee in the Employment Sector in the same job classification. The
5 Department will provide employees subject to layoff with a list of positions held by the lowest-
6 seniority employees within the employees' job classification and Employment Sector; the number of
7 such positions will be equal to the number of positions to be eliminated in that job classification and
8 Employment Sector. An employee may designate as an option a position from this list which is not
9 held by the least senior employee; however, the option will not be available unless the lower-
10 seniority employee(s) on the list is (are) displaced.

11 d. An exception to c. above may be authorized by the Department Director, with
12 notice to the Association, only if bumping out of order is required to retain essential skills or
13 qualifications.

14 e. If two or more employees select the same vacant position, the position will be
15 offered to the employee within the same Employment Sector; however, if the employees both work
16 within the same Employment Sector, the position will be offered to the most senior employee. An
17 employee may choose to be laid off rather than exercising the options above.

18 **Section 17.5** Once the employee has selected an option, the selection may not be changed
19 except by approval of the Department Director or designee.

20 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
21 subject to layoff is qualified to select as an option, according to the definition in Section 1.d. of this
22 Article. This decision shall be final. The determination whether an employee is qualified will
23 assume an appropriate orientation to the new position.

24 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
25 probation period; however, if an employee from another Sector transfers into a position in the JHS
26 Sector, the employee will serve a six-month trial service period. In the event the employee does not
27 successfully complete trial service, the employee will be afforded the layoff options provided under
28 Sections 3.a., 3.b. and 3.e. of this Article.

1 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
2 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
3 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
4 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
5 job offer that is the same FTE, same shift, classification and site may be grounds for removal from
6 the recall list, except that an employee may refuse a position that is less than full-time if the
7 employee had a full-time position at the time of layoff or reduction. The Department will offer
8 positions to qualified and available employees on the recall list before making any offers to persons
9 outside the Department.

10 **Section 17.9** The Department and/or Human Resources Division of the Department of
11 Executive Services may offer additional layoff options including but not limited to, placement in
12 other King County positions as provided in the Workforce Management Plan or other County
13 policies.

14 **Section 17.10** Any career service employee covered by this Agreement who separates from a
15 career service bargaining unit position in good standing, and returns to a career service bargaining
16 unit position within two years of separation, will be credited with previously accrued bargaining unit
17 seniority.

18 **Section 17.11** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
19 employer in the regular state unemployment compensation program.

ARTICLE 18: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 19: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 20: SAFETY STANDARDS**

2 **Section 20.1 *Safe Working Conditions:*** Safe working conditions shall be provided in
3 compliance with the Washington Industrial Safety and Health Act (WISHA).

4 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

6 **Section 20.3 *Protective Clothing and Equipment:*** Protective devices, protective equipment
7 and protective clothing when required by the employer, laws or regulations, will be furnished to and
8 used by the employees.

9 **Section 20.4 *Safety Meetings:*** At least one designated representative from each of the three
10 sectors in the bargaining unit will be allowed time off with pay to attend departmental safety
11 meetings. The employee will notify his/her supervisor in advance of such meeting so as to minimize
12 conflict with regularly assigned duties.

13 **Section 20.5 *Employees Must Comply with Safety Rules:*** It shall be the duty of every
14 employee covered by this Agreement to comply with established safety rules, promote safety and to
15 assist in the prevention of accidents.

16 **Section 20.6 *Employee Participation in Safety Program:*** All employees covered by this
17 Agreement are expected to participate and cooperate in the Employer's Safety Program. At the
18 annual OSHA/WISHA training and once per year in the Health Beat the employer shall present an
19 explanation of its Safety Program to employees.

20 **Section 20.7 *Internal Resolution of Safety Concerns:*** Employees shall present unresolved
21 safety issues to the Employer's Safety Committee prior to presenting same to an outside agency
22 empowered with upholding the state WISHA law.

1 **ARTICLE 21: DEFINITIONS**

2 **Section 21.1 “Career service employee”** means a county employee appointed to a career
3 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
4 as amended, and who has completed the probationary period.

5 **Section 21.2 “Career service position”** means all positions in the county service except for those
6 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
7 clerk and all other employees of the county council; the county administrative officer; the chief officer of
8 each executive department and administrative office; the members of all boards and commissions;
9 administrative assistants for the executive and one administrative assistant each for the county
10 administrative officer, the county auditor, the county assessor, the chief officer of each executive
11 department and administrative office and for each board and commission; a chief deputy for the county
12 assessor; one confidential secretary each for the executive, the chief officer of each executive department
13 and administrative office, and for each administrative assistant specified herein; all employees of those
14 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
15 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
16 and temporary employees; administrative interns; election precinct officials; all persons serving the county
17 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
18 employed by county hospitals, tuberculosis sanitariums and Departments of the county.

19 Divisions in executive departments and administrative offices as determined by the county
20 council shall be considered to be executive departments for the purpose of determining the
21 applicability of Section 550 of the charter.

22 All part-time employees shall be exempted from career service membership except, effective
23 January 1, 1989, all part-time employees employed at least half time or more, as defined by ordinance,
24 shall be members of the career service.

25 **Section 21.3 “Employee”** means any person who is employed in a career service position or
26 exempt position.

27 **Section 21.4 “Employed at least half time or more”** means employed in a regular position
28 which has an established work schedule of not less than one-half the number of hours of the full-time

positions in the work unit in which the employee is assigned or when viewed on a calendar year basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard. If the standard work week hours within a work unit varies (for instance, employees working both thirty five and forty hours), the director, in consultation with the department, will be responsible for determining what hour threshold will apply

Section 21.5 “Full-time regular employee” means an employee employed in a full-time position and, for full-time career service positions, is not serving a probationary period.

Section 21.6 “Full-time regular position” means a regular position which has an established work schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour week is standard, or of not less than forty hours per week in those work units in which a forty-hour week is standard.

Section 21.7 “Part-time employee” means an employee employed in a part-time position. Under Section 550 of the charter, part-time employees are not members of the career service.

Section 21.8 “Part-time position” means an other than a regular position in which the part-time employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply. Part-time position excludes administrative intern.

Section 21.9 “Part-time regular employee” means an employee employed in a part-time regular position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service.

Section 21.10 “Part-time regular position” means a regular position in which the part-time regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less

1 than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

2 **Section 21.11 “Position”** means a group of current duties and responsibilities assigned by
3 competent authority requiring the employment of one person.

4 **Section 21.12 “Probationary employee”** means an employee serving a probationary period
5 in a regular career service position. Probationary employees are temporary employees and excluded
6 from career service under Section 550 of the charter.

7 **Section 21.13 “Probationary period”** means a period of time constituting the final step in the
8 competitive screening process for career service or for promotion from one career service position to
9 another. An appointment to the career service, whether following successful completion of an initial
10 probationary period of county employment or a promotional probationary period, shall not be final
11 unless the employee successfully completes this probationary period.

12 **Section 21.14 “Provisional appointment”** means an appointment made in the absence of a
13 list of candidates certified as qualified by the director. Only the director may authorize a provisional
14 appointment. An appointment to this status is limited to six months.

15 **Section 21.15 “Provisional employee”** means an employee serving by provisional
16 appointment in a regular career service position. Provisional employees are temporary employees
17 and excluded from career service under Section 550 of the charter.

18 **Section 21.16 “Regular position”** means a position established in the county budget and
19 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget
20 detail report.

21 **Section 21.17 “Temporary employee”** means an employee employed in a temporary position
22 and, in addition, includes an employee serving a probationary period or is under provisional
23 appointment. Under Section 550 of the charter, temporary employees are not members of the career
24 service.

25 **Section 21.18 “Temporary position ”** means a position which is not a regular position as
26 defined in this chapter and excludes administrative intern. Temporary positions include both term-
27 limited temporary positions as defined in this chapter and short-term (normally less than six months)
28 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a

work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply.

Section 21.19 “Term-limited temporary employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

Section 21.20 “Term-limited temporary position” means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months. In determining whether a body of work is appropriate for a term-limited temporary position, the appointing authority will consider the following:

a. Grant-funded projects: These positions will involve projects or activities that are funded by special grants for a specific time or activity. These grants are not regularly available to or their receipt predictable by the county.

b. Information systems technology projects: These positions will be needed to plan and implement new information systems projects for the county. Term-limited temporary positions may not be used for on-going maintenance of systems that have been implemented.

c. Capital improvement projects: These positions will involve the management of major capital improvement projects. Term-limited temporary positions may not be used for on-going management of buildings or facilities once they have been built.

d. Miscellaneous projects: Other significant and substantial bodies of work may be appropriate for term-limited temporary positions. These bodies of work must be either non-routine projects for the department, or related to the initiation or cessation of a county function, project, or

department.

e. Seasonal positions: These are positions with work for more than six consecutive months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity exceeding one month.

f. Temporary placement in regular positions: These are positions used to back fill regular positions for six months or more due to a career service employee's absence such as extended leave or assignment on any of the foregoing time-limited projects.

All appointments to term-limited temporary positions will be made by the appointing authority in consultation with the director prior to the appointment of term-limited temporary employees.

Section 21.21 "Nurse Practitioner Clinical Call" means using professional judgment and expertise to advise other nursing staff on medical orders, medication management, and treatment direction when other advanced health care providers are not available on site.

Section 21.22 "Working Days" for purposes of Article 6 Grievance Procedure shall be defined as Monday through Friday excluding observed holidays.

Section 21.23 "Supervisor" shall be defined as an employee of the Department holding a position outside this bargaining unit having authority, in the interest of an employer, that may include the following duties: hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees, or to adjust their grievances, or to recommend effectively such action, if in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature but calls for the consistent exercise of independent judgment, and shall not include any persons solely by reason of their role as a "Charge Nurse".

Section 21.24 "Charge Nurse" shall be defined as a member of this bargaining unit who, while continuing to perform the same duties as other employees in the unit, shall have limited supervisory responsibility for directing the work of other employees in the unit. A Charge Nurse shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.

Section 21.25 “Appointing Authority” means the county council, the executive, chief officers of executive departments and administrative offices, or division managers having authority to appoint or to remove persons from positions in the county service.

1 **ARTICLE 22: WORK STOPPAGES**

2 **Section 22.1 No Work Stoppages:** The Employer and the Association agree that the public
3 interest requires the efficient and uninterrupted performance of Department services and to this end
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
5 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
6 strike, slow down or other interference with Department functions by employees under this
7 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
8 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall
9 be subject to such disciplinary action as may be determined by the Employer; including but not
10 limited to the recovery of any financial losses suffered by the Employer.

11 **Section 22.2 Association's Responsibilities:** In the event, however, that there is a work
12 stoppage or any other interference with Department functions which is not authorized by the
13 Association, the Employer agrees that there shall be no liability on the part of the Association, its
14 officers or representatives; provided that in the event of such unauthorized action they first meet the
15 following conditions:

16 **a.** Within not more than six (6) hours after the occurrence of any such unauthorized
17 action, the Association shall publicly disavow the same by posting a notice on the bulletin boards
18 available in each Department work area, stating that such action is unauthorized by the Association.

19 **b.** The Association, its officers and representatives, will, in good faith, use every
20 reasonable effort to terminate such unauthorized action.

21 **c.** The Association shall not question the unqualified right of the Employer to
22 discipline or discharge employees engaging in or encouraging such action. It is understood that such
23 action on the part of the Employer shall be final and binding upon the Association and its members
24 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

ARTICLE 23: TERM OF AGREEMENT

This Agreement shall become effective when enacted by Council through ordinance unless a different effective date is specified, and covers the period of January 1, 2007 through December 31, 2009. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2009.

APPROVED this _____ day of _____, 2008

By: _____
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Date

William Johnston, RN, Local Unit Chair

Date

Dennis Murphy, RN, Local Unit Co-Chair

Date

Marie Peacock-Albers, PHN, Local Unit Grievance Officer

Date

Mariann Schmitt, PHN, Local Unit Member

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH
USE OF AGENCY/CONTRACT NURSES
IN PUBLIC HEALTH JAIL HEALTH SERVICES

The parties concur that maximizing the use of career service staff is a priority because to do so is both fair and fiscally sound. The following procedure with respect to scheduling reflects the goal of maximizing the use of career service staff and shall be applied to all classifications of bargaining unit members in all locations.

1. Scheduling will occur as follows:

a. The “Draft Schedule” will be displayed by the 10th of the preceding month. It includes career service staffing patterns, approved vacation, holidays, sick time, planned leaves and any extra shifts that career service nurses have requested. No agency shifts will be scheduled on the “Draft Schedule.”

b. Between the “Draft Schedule” and the “Final Schedule,” career service staff, probationary, term limited temporary, and temporary nurses may request any vacant shift on the “Draft Schedule” on a first come, first serve basis.

c. The “Final schedule” will be displayed at least ten (10) days before it takes effect. During this ten (10) day period, career services staff have the continuing right to request extra shifts. Bargaining unit probationary, term limited temporary, and temporary nurses will be called for availability to fill remaining vacant shifts.

2. A bargaining unit nurse may request any shift for which an agency nurse is scheduled if the nurse makes such request seven (7) or more days prior to the start of the shift for which the agency nurse is scheduled.

3. Upon request, King County shall provide the following information to WSNA:

a. A list of all positions at each jail, including FTE, sequence number, classification and whether the position is vacant or filled.

b. A list of the shifts that were filled and by whom.

APPROVED this _____ day of _____, 2008

By: _____

King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Date

William Johnston, RN, Local Unit Chair

Date

Dennis Murphy, RN, Local Unit Co-Chair

Date _____

Marie Peacock-Albers, PHN, Local Unit Grievance Officer

Date

Mariann Schmitt, PHN, Local Unit Member

Date